

Fourth Avenue Gambell LLC
8219 Sundi Drive
Anchorage, Alaska 99502

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May 18, 2015

U.S. EPA REGION 10
OFFICE OF REGIONAL COUNSEL

U.S. Environmental Protection Agency, Coeur d'Alene Field Office
Earl Liverman, On-Scene Coordinator
1910 Northwest Boulevard, Suite 208
Coeur d'Alene, ID 83815

USEPA SF



1460649

Re: Request for Information Pursuant to Section 104 of CERCLA for the Fourth Avenue and Gambell Parking Lot Site in Anchorage, Alaska, hereinafter referred to as "the Site"

Dear Mr. Liverman:

I am the managing member of Fourth Avenue Gambell, LLC. The LLC owns property at Fourth Avenue and Gambell Street here in Anchorage, Alaska, referred to by the Environmental Protection Agency ("EPA") as the "Site" and by me as the "Property." I reviewed documents and answered, to the best of my knowledge, the questions in your request for information under Section 104 of CERCLA, dated March 9, 2015. In every answer, I responded on behalf of Fourth Avenue Gambell, LLC (the "Respondent"). I did not consult with other members. I do not expect them to have additional information, because I have the Respondent's historic documents, such as they are.

Before responding substantively, I want to provide you some background information. In 1979, a group of fairly inexperienced people bought into a Limited Partnership to purchase the Property. The Property was in downtown Anchorage, in the then-expanding Fourth Avenue corridor. In 1979, it was a vacant gravel lot. The real estate broker and General Partner for the Limited Partnership was Paul Maney, who put the deal together. Many of the Limited Partners were friends and associates of Paul, or were friends of those people. Paul asked his closer associates to find more investors. I was a teacher who knew Paul from selling real estate part-time in the summers. Other investors were a bank teller, a sales person at Sears, a couple secretaries, etc. Not all of us knew each other in the beginning. We were all average people in Anchorage with modest incomes. I hoped to send my son to college with the potential profit on this investment. My son has long since graduated from college after paying for his education on his own. Paul believed the Property was a good deal, especially considering that the commercial real estate market was still in the aura and hype of building the Trans-Alaska Pipeline System, and so he sought investors. Before we even had closed, several other brokers expressed interest in buying the Property from the Limited Partnership for substantial sums – up to \$1.2 million.

The limited partners met as a group and decided that waiting one year before selling the Property provided tax advantages. Unfortunately, we were among many blind, unwise investors in Anchorage at that time. Around 18 months later, oil prices fell and the Anchorage economy began to crash. Anyone who lived in Anchorage at the time well remembers all the out-of-state workers who went back home. There were no jobs available, and some 40,000 people left Anchorage over a two-year period. The economic crash was so catastrophic that nearly all the banks in Anchorage failed or were closed by the federal government. Builders were left with unfinished homes and unsold subdivisions both in Anchorage and the Matanuska-Susitna Valley. Houses were up in foreclosure everywhere. Many outstanding and formerly profitable businesses

closed. For three years, the Municipality of Anchorage only issued two building permits for houses. We Alaskans just had to pick up our worn out tools and start over again.

As the Limited Partnership dragged on without any realistic possibility of selling, some of the limited partners retired, and some moved to the Lower 48 states. None of us anticipated paying on the Deed of Trust for so long, without a sale of the Property. We leased the Property as a parking lot to an intermediary who owned an adjacent building that was in-turn leased to the State of Alaska for office space. This income alleviated the burden on some of our older retired members, and helped the limited partners who were still employed and taking care of families. We were also able to build up a small reserve of cash.

Ten or more years passed before the Anchorage commercial real estate market began recovering. During that time, the Property continued to sit since it was not marketable. Each of us continued to make our payments to the Limited Partnership, and the Limited Partnership made payments on the Deed of Trust to a Northern Commercial Company. To me and the other limited partners, over the years the names Northern Commercial Company, NC Machinery and Skinner Corporation became interchangeable. We understood that Northern Commercial Company had some relationship to NC Machinery, and they were somehow related to Skinner Corporation. The limited partners and I have referred to all of these entities as "Skinner" or "Skinner Corporation" for many years. I use that term here, although I am aware that it is more complicated than that.

At some point in the early 1990s, we decided to try to market the Property again. About that time, Paul walked the Property one fall morning and noticed what he thought was an oil sheen on standing water. I saw Paul shortly after this and asked him what we could or should do before involving government inspectors. Paul told me he already contacted the Alaska Department of Environmental Conservation ("ADEC"), otherwise, we would be in violation of the law. I was lead to believe at the time that he had walked the Property with an ADEC employee, but I later learned this employee may have been his golfing buddy, who was retired from ADEC. Nevertheless, Paul was told (he said, by ADEC) that an investigation should be done to determine if there was contamination, and what potentially caused it. At that point, we thought the only problem was a leaking vehicle or someone dumping waste oil on the Property.

Perhaps in follow up conversations, I believe that ADEC told Paul to conduct a Phase I investigation, consisting of physical observations and historical research. With the specter of pollution and the need to pay for the Phase I, we held off on our Deed of Trust payments. With the Phase I in hand in early 1993, we retained Robert Irwin, a retired Alaska Supreme Court Justice, to help us in dealing with the holder of the Deed of Trust and the seller - Northern Commercial Company. Irwin essentially took over handling the communication, although we continued to supply him information. Irwin advised us to not make any more payments on the Deed of Trust. We maintained direct contact with ADEC. ADEC did not pressure the Limited Partnership to take any particular action since at that point nobody knew exactly what was in the ground.

We discovered through a records search that the company we bought the Property from was owned by Skinner Corporation, in Seattle, and that there had been a truck and tractor repair station on the east two lots, before and while a dry cleaner was on the Property's west end.

Northern Commercial Company (whom I have included in the term "Skinner") did not disclose any of this information to us during or after the purchase.

Irwin negotiated with Skinner and also continued a dialogue with ADEC. At times, the Limited Partnership also communicated directly with ADEC. It was very difficult to communicate with Skinner Corporation in Seattle. They are the tenth-largest family-owned holding company in the United States, and, as we discovered, they owned a lot of property in Alaska even before statehood. They appear to always have multiple corporate entities, of differing names, which change frequently, and their branches are all over the country. They invested heavily in Alaska prior to statehood. After 1959, when we became a state and established stronger local controls, NC Machinery Co. or Northern Commercial Company and other names they used began to pull operations out of Alaska.

After the first investigation was complete and we received the report in 1993, it was clear to us that the previous owner, whatever it called itself, caused, contributed to and/or was aware of possible pollution from both the truck/tractor side and the cleaners. ADEC told us the next step was a Phase II investigation, which involved actually digging up parts of the Property to find out what was there. We already paid the entire cost of the Phase I and incurred substantial legal fees, so we asked NC/Skinner to share the cost of the Phase II.

NC/Skinner denied and denied, saying it was not their concern; it was an out-of-state corporation, and it simply refused to help. It offered to pay for the Phase II, but only if it received the entirety owed on the Deed of Trust or all rights to any sales contract, or if we gave the Property right back to Skinner and lost our equity. By then we had paid half what was owed. There were meetings with ADEC, meetings with the lawyers, and a host of letters.

Although I cannot find any documents (perhaps some were lost in a fire at our attorney's office, but I cannot be sure), I recall being told that there were more communication back and forth between 1993 and 1997. In the spring of each year, we would ask for cooperation and NC/Skinner would say no, and this would consume the summer months as we tried to convince it to pay for its share of the Phase II investigation. Each spring, ADEC would also write us letters asking to meet with Paul or other limited partners. In addition to the confusion, ADEC frequently changed who was assigned to the Property's file, requiring someone new to learn all the history. And once again, NC/Skinner would partially agree to a further investigation, but then summer would end and nobody wanted to dig frozen ground in the middle of winter.

NC/Skinner's delaying tactics were unbelievable to the Limited Partners. Our attorney took most of the heat. We did not have enough income to pay for a Phase II without the seller's participation -- the seller who may have covered up the sources of the contamination at the time of the sale. I believe these exchanges of requests, information, denials, pleas, and negotiations went on for several years, with the end always stopping on Skinner Corporation in Seattle.

With ADEC repeatedly requesting a Phase II investigation, we continued to insist that Skinner Corporation give us information and help with the costs. For the Phase II, we actually had to dig the Property to locate and remove any contaminants, and install test wells to monitor the extent of the contamination. There were numerous letters and phone calls between Irwin and

NC/Skinner Corporation in Seattle. Everything in the legal world, it seems, must be in writing, and one party can certainly delay things for a long time with by sending letters.

At some point I believe ADEC advised Skinner Corporation of the State's interest, but apparently to little avail. We offered to give NC/Skinner the Property back if they would return our money, but NC/Skinner Corporation refused. Although it complained about our failure to make the balloon payment and our terminating interest payments, NC/Skinner took no action. It could easily have foreclosed, but did not. It was apparent to the Limited Partnership that NC/Skinner Corporation did not want to take the Property back, and we surmised that it had sold the Property so quickly in 1979 because it knew what had been buried there.

After several years of NC/Skinner Corporation's delay, in which it blamed us and we blamed it, we finally sent some money for our share of a Phase II excavation, in 1997. This time, when spring came, NC/Skinner Corporation sent a crew from Idaho. We learned many years later that this crew may have known exactly where to dig since they found all the NC tanks, diesel fuel, a buried cement lift station, wastewater cribs on both lots, and buried dry cleaning chemical drums. Some of the tanks still contained petroleum. However, instead of hauling them out, emptying the liquids into other containers and properly disposing of them, the crew simply covered everything back up. Another layer of fresh gravel was put on the Property, and by Monday morning the workers were gone. Someone walking by could hardly know that anything happened.

A few weeks afterward when the excavation crew should have turned in their report, we began asking NC/Skinner Corporation for a copy of it. They refused to give it to us. They refused to give our attorney a copy, and it did not send a copy to ADEC. NC/Skinner held that report for seven years.

We did quiet title to the Property when we finally could, and NC/Skinner Corporation immediately handed over the Deed of Trust rather than litigate. However, we also previously offered to give the Property back to NC/Skinner Corporation if they would return our money. Skinner refused, of course. It could have foreclosed when we stopped making payments, but didn't. Why would it want to take back polluted property?

ADEC continued to work with us to do investigations, realizing that NC/Skinner Corporation owned the Property when some or all of the pollution occurred. Finally by 2004 we saved up enough money to pay for another Phase II on our own. We hired an Anchorage consultant and excavation group known as BGES, Inc., to dig up the site once more. BGES, Inc., found Northern Commercial Company's/NC's/Skinner's tanks, wood crib, the lift stations, etc. BGES removed the tanks and their contents, took some of the contaminated soil out from under the truck station and replaced it with clean dirt, disposed of the concrete, installed monitoring wells all around the site, and added materials that would help with cleaning up the solvents. This project spent all the money we had saved up from the parking, and we were once again broke. In fact, we were in arrears for taxes and we had to borrow money from one of our members just to prevent a foreclosure. Several of our members stopped making payments since we had stopped paying on the Deed of Trust. By this time, more of our members were retired or had moved Outside. It was at that point that our then counsel told ADEC we could no longer pay for further clean up; ADEC would have to take over the project.

We continued to tell ADEC that we were unable to get our own copy of NC/Skinner Corporation's Phase II, even though we paid for a portion of it. ADEC finally called NC/Skinner Corporation and insisted on seeing a copy. We first saw the report from the 1997 Phase II in 2005. That was when we understood that NC/Skinner Corporation had not really made an effort to clean up the site.

During this time, Paul's wife passed away, and Paul semi-retired. Consequently he agreed to step down as general partner. We, the investors, found a new attorney who reorganized our limited partnership into an LLC. When we became an LLC, we agreed to an unpaid member-manager to handle the rent, the expenses, taxes, accounting, and anything we could do further to realize something out of our investment. More than thirty years had passed from our original little bubble of optimism. Many of our original limited partners have passed.

Ruth Mizelle was elected as the first member-manager, and she continued to try and keep our bills paid and to fight to try and get someone to help us, since we had had no part in or knowledge of any pollution. Ruth passed away in 2011. She was almost 90. After that, I volunteered to take over her duties. When we asked ADEC what to do, since they knew we did not own the Property when it became contaminated, ADEC told us that they would look to us for repayment of its past costs and all remediation. They suggested that we could go to Seattle and bring a law suit against NC/Skinner Corporation. But with the minimal income from our parking lot, even without considering our past legal and remediation expenses or our equity investment, we could not afford a protracted legal battle. We also knew it would take a generation to repay ADEC's lien for the state expenses plus the millions possibly required to fully remediate the contamination. We were concerned because ADEC did not indicate that they had charged NC/Skinner Corporation with any wrongdoing or violation of laws.

ADEC has told us recently that the Property is no longer a danger to either animals or humans. However, it is my understanding that the Property is still unmarketable because further remediation may be required. I see no way that this gets completed unless NC/Skinner Corporation is compelled to participate. It would seem that like the banks, they are too big to be held responsible.

I should mention the laundry that we now believe operated on the Property before we bought it. As far as I know, no one who was part of the Limited Partnership or part of the LLC knew anything about the laundry at the time we bought the Property. Certainly, no one who was part of the Limited Partnership or part of the LLC ever owned or operated any laundry facility or made or was aware of any decisions about the operation, the closure, the demolition or any other fact related to any laundry facility.

In contrast, I note that Northern Commercial owned the eastern portion of the Property since September 25, 1947. NCC would have been aware of the development and operation of any laundry or of any other operations on the adjacent, western portion. The Phase I environmental report we did shows that Peacock Cleaners was leasing the western portion by 1957. Stefanja Ulrich/Anderson, shown as executor of the lease to the president of Peacock Cleaners in 1957, had

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herself acquired Lot 8 in the western portion of the Property, by 1943. Ms. Ulrich/Anderson's estate ultimately sold the western portion to Northern Commercial in 1971.

With that, what follows are the substantive responses. The numbered responses provided below correspond to the numbered requests in your letter. Respondent's attorneys, Reeves Amodio LLC, assisted me in reviewing documents and preparing this response.

1. Provide Respondent's full legal name and mailing address.

Fourth Avenue Gambell, LLC
8912 Sundi Drive
Anchorage, AK 99502

2. For each person answering these questions on Respondent's behalf, provide:

- a. Full name;
- b. Title;
- c. Business address;
- d. Business telephone number; and
- e. Business email address.

- a. Yvonne Anderson
- b. Managing Member, Fourth Avenue Gambell, LLC
- c. 8219 Sundi Drive; Anchorage, Alaska 99502
- d. (907) 243-4754
- e. sundi_lake@hotmail.com

3. If respondent wishes to designate an individual for all future correspondence concerning this Property, please indicate here by providing that individual's contact information.

Please address all future correspondence concerning the Property to:

Susan E. Reeves
Reeves Amodio LLC
500 L Street, Suite 300
Anchorage, AK 99501

4. List all names under which Respondent has ever operated and has ever been incorporated. For each name, provide the following information:
- whether the company or business continues to exist, indicating the date and means by which it ceased operations (e.g., dissolution, bankruptcy, sale) if it is no longer in business;
 - contact information of all registered agents, officers, and operations management personnel; and
 - contact information of all subsidiaries, unincorporated divisions or operating units, affiliates, and parent corporations if any, of Respondent's.

The Fourth Avenue Gambell, an Alaska Limited Partnership, from 1979 through 2008.

- The Limited Partnership was converted to an LLC in 2008.
- Agent: Susan Reeves, 500 L Street, Suite 300, Anchorage, AK 99501
Officers: The LLC is managed by its members. Respondent's 2014 Biennial Report is attached as Exhibit A and lists all members, with addresses.
Operations management personnel: Respondent employs no operations management personnel.
- Respondent has no subsidiaries, unincorporated divisions or operating units, affiliates, or parent corporations.

5. Provide all copies of Respondent's authority to do business in Alaska and/or Washington. Include all authorizations, withdrawals, suspensions and reinstatements.

Attached as Exhibit B is a printout from the Alaska Department of Commerce, Community, and Economic Development's Division of Corporations, Business & Professional Licensing, showing that Fourth Avenue Gambell, LLC, is a Limited Liability Company in "Good Standing" in Alaska. Respondent has never been withdrawn, suspended, or needed reinstatement.¹

Respondent has no business interests in Washington. Respondent has no business arm, affiliate, subsidiary, joint venture, or other authorizations to do business in Washington. Respondent has never been withdrawn, suspended, or reinstated in Washington.

¹ The State of Alaska issued a certificate of Involuntary Dissolution dated July 21, 2011, addressed to Respondent's registered agent, but with the mailing address listed for, and sent to, Respondent's former managing member, who was then deceased. Respondent's registered agent's name and mailing address had not changed, and thus the State of Alaska made the notification error. Because Respondent never received official notice of non-compliance under Alaska law based on the State's error in mailing the notice to the deceased managing member, the State changed Respondent's status from "Involuntarily Dissolved" to non-compliant. Respondent immediately returned to compliance, and thus was never actually dissolved.

6. Describe Respondent's business interest(s) from 1979, just prior to the purchase of the Property, until now, including chronological progression and change in interests. Provide all existing prospectus, brochures, or other printer materials that has been used from 1979 to the present to offer and/or promote the acquisition of shares of other interest(s) in the business.

Respondent was formed solely to purchase the Property. It has engaged in no business pursuits unrelated to the Property. Interests in the entity were not publicly offered. A brochure of the initial offering is attached as Exhibit C.

7. Provide a comprehensive list of all of the Board of Directors and Officers of Respondent's company from the date of incorporation to present. Include the title(s) of each director or officer as well as the years he or she held each title.

As previously noted, the company is managed by its members. Respondent's initial Managing Member, beginning in 2008, was Ruth Mizelle, who passed away in 2011. I, Yvonne Anderson, was named "Manager" after Ruth's death for purposes of state records, and I remain a "Member."

Paul Maney served as General Partner of the limited partnership from 1979 until 2008, when the LLC formed. He remains a Member only, and never served as an officer or in any leadership capacity for the LLC. Information on Members is listed in Exhibits A and B.

8. Provide a copy of all minutes of the meetings of the Board of Directors, Executive Committee, Finance Committee, Management Committee and all other committees which Respondent has from 1979 to the present that addressed, discussed, or referenced the Property, the tenants of the Property, Skinner Corporation, Northern Commercial Company ("NCC"), NCC's subsidiaries, or NCC's affiliates.

Respondent has no Board of Directors, and no committees. Accordingly, Respondent has no minutes to produce.

9. Provide the contact information of the employee(s) responsible for environmental compliance for Respondent from 1979 to present. Indicate the years he or she held that title.

Respondent never hired employees for any purposes.

Purchase of the Property

10. Provide a comprehensive list of all property sales and purchases Respondent engaged in prior to May 29, 1979. For any purchases of property, describe in detail the level of investigation and inquiry Respondent undertook prior to acquiring the property(ies) and include a description of the personnel and resources allocated to the investigation and inquiry.

Respondent did not exist prior to April 1979. It was formed solely to purchase the Property. The Property sale transaction closed on May 24, 1979, with the documents recorded on May 29. Respondent neither purchased nor sold any other property prior to May 29, 1979. I am not sure what resources, if any, Paul Maney dedicated to investigating the Property on Respondent's behalf prior to May 24, 1979. Respondent speculated about the Anchorage real estate market and the Property's economic potential.

11. Describe Respondent's business interests and operations at the time of acquisition of the Property in 1979.

Respondent's sole business interest was to acquire the Property as a speculative real estate investment.

12. Provide documentation demonstrating Respondent's company size, stockholder size, and financial situation at the time of acquisition of the Property in 1979.

In 1979, Respondent formed as a limited partnership. It had no employees and no stockholders. Respondent required limited partners to provide contributions so that Respondent could make payments owed on a Deed of Trust Note and for property taxes. The Limited Partnership Agreement required each Limited Partner to contribute an initial \$6,000 per unit of interest held to generate the sum required for the down payment on the Property. I have located no documentation tracking payments or tracking Respondent's financial situation in 1979.

13. What was the appraised value of the Property on May 29, 1979?

I have been unable to locate any appraisal dated on or about May, 1979.

14. What was the purchase price of the Property on May 29, 1979?

\$450,000.00

15. At the time of acquisition, what intentions, if any, did Respondent have to develop the Property? If none, for what purpose(s) did Respondent acquire the Property?

Respondent had no intention of developing the Property itself, and no financial resources to do so. Respondent purchased the Property as a real estate investment. At the time, the Property was one of the largest undeveloped parcels along the expanding Fourth Avenue corridor in downtown Anchorage. Respondent intended to sell the Property to a hotel developer or similar buyer, for more than the purchase price, after holding the Property for a few years; or perhaps engaging in a joint-venture with an investor who could fund development. Unfortunately, the oil glut in the early to mid-1980s destroyed the Anchorage real estate market. This was followed by a nationwide financial crash in 1987. The Property did not sell. Paul Maney suspected some sort of limited petroleum environmental contamination toward the end of 1992. This frustrated the Property's marketability as the real estate market recovered. Although Respondent made its best effort, it has been unable to respond fully to the environmental contamination. As long as the Property is a contaminated site, we cannot sell the Property.

16. Describe in detail all investigations and inquiries of the Property Respondent undertook prior to acquiring the Property, including any visits Respondent made to inspect the Property. Include any reports, communications, or other documentation that memorialize such investigations and inquiries.

Respondent and its members, and the limited partnership and its limited partners, relied on then-General Partner Paul Maney to advise them as to anything to do with the Property. Respondent has no documentation of investigations or inquiries, and is not aware that any were undertaken. Prior to Maney's moving his real estate office from the Gamble address, at least some of the limited partners, including myself, parked on the western side of the Property when visiting Maney.

17. If any site visits were made prior to the purchase of the Property, describe in full detail the appearance and condition of the Property. Include any evidence of foundations of old buildings, hydraulic hoist casings, underground storage tank vent pipes, or any other remnants of prior tenancy and use.

I find no evidence and am not aware of any specific site visits related to the purchase. When Respondent purchased the Property, it was a vacant lot. There were no buildings and no visible improvements, such as foundations or other remnants of prior tenancy and use. The Property's surface was covered in gravel.

18. Describe specifically all inquiries Respondent made to NCC prior to purchasing the Property regarding previous uses of the Property. Include any reports, communications, or other documentation that memorialize Respondent's inquiries and NCC's responses.

The Property was vacant land. I find no evidence of and am not aware of any inquiries regarding the prior uses of the Property. Respondent has no documentation regarding any such inquiries or any information provided by the seller.

19. At the time of acquisition of the Property, did Respondent know the prior existence of the C&K Cleaners facility? If so, describe the extent of Respondent's knowledge about C&K

Cleaners, including whether Respondent knew C&K Cleaners' business operations and the dates of operation. Include whether any of Respondent's former or current employees had any involvement with the C&K Cleaners facility during its operation.

I find no evidence in Respondent's files of, and was not personally aware of, C&K Cleaners' operating any facility on the Property prior to Respondent's purchase. Nor, to my knowledge, was Paul Maney aware of C&K Cleaners at the time of acquisition of the Property. As previously noted, Respondent has no employees; accordingly, none worked for C&K Cleaners.

20. At the time of acquisition of the Property, did Respondent know the prior existence of the NC Tire Center facility? If so, describe the extent of Respondent's knowledge about NC Tire Center, including whether Respondent knew of NC Tire Center's business operations and dates of operation. Include whether any of Respondent's former or current employees had any involvement with the NC Tire Center facility during its operation.

I myself knew of that NC Tire Center had a business on the Property, and I understand that Paul Maney was aware of it, too. Respondent did not know anything further about NC Tire Center's business operations, or dates of operations. As previously noted, Respondent has no employees; accordingly, none worked for the NC Tire Center facility.

Discovery of Possible Contamination

21. When did Respondent discover that the Property was possibly contaminated? Identify and describe, and provide all documents that refer or relate to:
- The specific date of discovery.
 - Whether Respondent was informed by a third party or discovered the state of possible contamination independently. Provide a copy of any correspondence demonstrating the conveyance or discovery of such information.
 - The personnel involved.
 - The reasons the possible contamination was discovered at that point and not earlier.

Respondent discovered possible contamination on the Property on or between September 8, 1992, and November 28, 1992. Respondent bases these dates on statements made in Paragraph V of the Complaint filed in the Alaska Superior Court under case number 3AN-04-07426 CI, and the Environmental Assessment prepared by EnviroAmerica, Incorporated, dated January 29, 1993 and provided to Respondent much later.

- The Complaint in 3AN-04-07426 CI states that Respondent made payments on the Deed of Trust "pursuant to the agreement until September 8, 1992, until they discovered that the property contained previously undisclosed contamination." The 1993 Environmental Assessment noted in EPA's question states that the consultant first visited the site on November 28, 1992. It is fair to consider that the contamination may have been suspected between September 8, and November 28, 1992. Respondent has no additional information. The Complaint is attached as Exhibit D, and the Environmental Assessment is attached as Exhibit E.

- b. Respondent has no additional documentation or correspondence. Former General Partner Paul Maney has told me that he walked the Property with a retired employee from ADEC, with whom Maney golfed from time to time, during the general timeframe noted in the foregoing paragraph. Maney noticed an oil sheen or similar. Respondent has no documentation of the specific discovery, or correspondence regarding the discovery. I have asked Paul Maney for more information and he has told me that he has no current recollection other than what I provided here.
 - c. I find no evidence and am not aware of information on the specific personnel involved in discovering the possible contamination aside from what is mentioned in the foregoing paragraph. Respondent retained EnviroAmerica, Incorporated, to conduct an Environmental Assessment sometime prior to November 28, 1992. Respondent retained counsel on or about March 1, 1993, who engaged with Northern Commercial Company, via letter dated March 12, 1993,² requesting financial involvement with the assessment and cleanup (attached as Exhibit F).
 - d. When Respondent purchased the Property in 1979, it was a vacant lot, which had gravel spread evenly over its surface. I understand that erosion, combined with 14 years of natural gravel compaction, and settling of the former NC Tire Center structures, may have begun to expose those structures. Without knowledge of the burial of these structures by NC/Skinner Corporation on the Property, there would be no reason to investigate them. Additionally, I understand that frost and melt action apparently pushed up a portion of an abandoned hydraulic lift, which allowed water to displace hydraulic fluid. A mention of the hydraulic oil and the gravel is included in the letters attached as Exhibits G and H, respectively. Respondent also possesses a letter from Respondent to Respondent's then-counsel, dated May 5, 1993, notifying counsel of the subject matter discussed in Exhibit G. Respondent asserts attorney-client privilege for that letter.
22. What actions did Respondent take upon discovery that the Property was possibly contaminated?
- a. Identify if any of Respondent's agents, employees, officers, directors, or operations management personnel visited the Property in relation to discovering the possible contamination.
 - b. Identify all meetings and communications that took place regarding the possible contamination on the Property and provide any notes or documentation memorializing the meeting or communication.
 - c. Identify all meetings and communications Respondent had with Skinner Corporation, NCC, NC Machinery, NC Tire Center, and all other affiliates with the Property regarding the discovered possible contamination and provide any notes or documentation memorializing the meetings or communications.
 - d. Identify what, if any, reports, statements, or other documents of any of the persons above wrote or received regarding the possible contamination on the Property and

² Northern Commercial Company responded as N C Machinery Company, attached and referred to below as Exhibit K. N C Machinery Company then referred to itself as "NC" in its letter dated September 17, 1993, attached and referred to below as Exhibit L.

describe what, if any, information those persons received concerning the contamination.

- e. Identify if any of the persons participated in discussions or other communications regarding any decision relating to compliance with environmental regulations after the discovery of possible contamination.

Respondent retained a consultant to conduct a Phase I environmental assessment, previously attached as Exhibit E.

- a. Respondent understands that Paul Maney is the only person, other than the consultant(s), who visited the Property in relation to discovering the possible contamination.
- b. Respondent does not believe any meetings took place. I find no evidence and am not aware of any notes or documentation memorializing any such meetings or communications.
- c. In addition to the previously disclosed exhibits, subject to and without waiving any privilege Respondent may assert, Respondent attaches the following communication between Respondent and Skinner Corporation, NCC, NC Machinery, NC Tire Center, and all other affiliates regarding the contamination; without waiving any attorney-client or business privilege, Respondent also includes communication from the General Partner to a Limited Partner explaining that the Phase I Environmental Assessment was triggered by an interested third-party buyer, and later communication with another third-party prospective buyer to the extent that it relates to Respondent's lack of knowledge about the results of the Phase II assessment that took place in 1997:
 - Letter, dated March 30, 1993, from Robert C. Erwin to Kyle Samuels (Exhibit I)
 - Letter, dated April 23, 1993, from Robert C. Erwin to James M. Gorski (Exhibit J)
 - Letter, dated June 23, 1993, from Kyle Samuels to Robert C. [E]rwin (Exhibit K)
 - Letter, dated September 17, 1993, from Kyle Samuels to Robert C. [E]rwin (Exhibit L)
 - Letter, dated October 27, 1993, from Paul L. Maney to Judith A. Brown (Exhibit M)
 - Letter, dated April 2, 1997, from Richard A. Du Bey to Robert C. Erwin (Exhibit N)
 - Letter, dated April 10, 1997, from Richard A. Du Bey to Robert C. Erwin (Exhibit O)
 - Letter, dated April 22, 1997, from Michael P. O'Connell to Robert C. Erwin (Exhibit P)
 - Letter, dated May 6, 1997, from Robert C. Erwin to Richard A. Du Bey (Exhibit Q)
 - Letter, dated May 20, 1997, from Michael P. O'Connell to Robert C. Erwin (Exhibit R)
 - Letter, dated May 29, 1997, from Robert C. Erwin to Michael P. O'Connell (Exhibit S)
 - Letter, dated June 2, 1997, from Michael P. O'Connell to Robert C. Erwin, with acknowledgment dated June 12 (Exhibit T)
 - Letter, dated June 6, 1997, from Robert C. Erwin to Michael P. O'Connell (Exhibit U)

- Letter, dated July 15, 1997, from Michael P. O'Connell to Robert C. Erwin (Exhibit V)
 - Letter, dated July 18, 1997, from Robert C. Erwin to Michael P. O'Connell (Exhibit W)
 - Letter, dated July 23, 1997, from Robert C. Erwin to Michael P. O'Connell (Exhibit X)
 - Memorandum, dated October 9, 1997, from Michael O'Connell to Robert Erwin (Exhibit Y)
 - Letter, dated October 13, 1997, from Robert C. Erwin to Michael P. O'Connell (Exhibit Z)
 - Letter, dated January 23, 1998, from Robert C. Erwin to Michael P. O'Connell (Exhibit AA)
 - Letter, dated February 5, 1998, from Michael P. O'Connell to Robert C. Erwin (Exhibit BB)
 - Letter, dated April 21, 1998, from Michael P. O'Connell to Robert C. Erwin (Exhibit CC)
 - Memorandum, dated March 4, 1999, from Michael P. O'Connell to Robert Erwin (Exhibit DD)
 - Letter, dated April 6, 1999, from Michael P. O'Connell to Robert Erwin (Exhibit EE)
 - Letter, dated March 25, 2004, from John H. Tindall to Robert C. Erwin (Exhibit FF)
 - Letter, dated March 30, 2004, from Robert C. Erwin to John Tindall (Exhibit GG)
 - Letter, dated April 9, 2004, from Robert C. Erwin to John Tindall (Exhibit HH)
 - Letter, dated April 21, 2004, from Marc W. Dunne to Paul Maney (Exhibit II)
 - Letter, dated June 29, 2004, from John J. Houlihan, Jr., to Robert C. Erwin (Exhibit JJ)
 - Letter, dated July 7, 2004, from Robert C. Erwin to John J. Houlihan, Jr. (Exhibit KK)
 - Letter, dated July 26, 2004, from Robert C. Erwin to John J. Houlihan, Jr. (Exhibit LL)
 - Letter, dated July 27, 2004, from John J. Houlihan, Jr., to Robert C. Erwin (Exhibit MM)
 - Letter, dated October 1, 2004, from Robert C. Erwin to John Tindall (Exhibit NN)
 - Letter, dated June 17, 2005, from Robert C. Erwin to John J. Houlihan, Jr. (Exhibit OO)
 - Letter, dated July 25, 2005, from Robert C. Erwin to John J. Houlihan, Jr. (Exhibit PP)
 - Letter, dated September 14, 2005, from John J. Houlihan, Jr. to Robert C. Erwin (Exhibit QQ)
- d. The following reports are attached:
- (Phase I) Environmental Assessment, by EnviroAmerica, Incorporated, dated January 29, 1993 (Exhibit RR)
 - (Phase II) Draft Copy, Initial Site Characterization and Subsurface Investigation Report, by Environmental Project Management, Inc., dated December 1997 (Exhibit SS)

- Lots 8A, 10, 11, and 12, Block 26A, East Addition, Anchorage, Alaska; Phase II Environmental Site Assessment; by BGES, Inc.; dated September, 2004 (Exhibit TT)
 - Fourth Avenue and Gambell Street, Anchorage, Alaska; Phase II Environmental Site Assessment; by BGES, Inc.; dated May, 2005 (Exhibit UU)
 - Soil Stockpile Sampling Results, East 4th Avenue & Gamble Street, Anchorage, Alaska; by BGES, Inc.; dated November 22, 2006 (Exhibit VV)
 - Review of Potential Sources of Contamination in the Vicinity of Groundwater Area of Interest GW 2/3, Anchorage Terminal Reserve; by CH2M HILL; dated October 22, 2007 (Exhibit WW)
 - Site Characterization 4th and Gambell Site; Alaska Real Estate Parking Lot, Anchorage, Alaska; by Oasis Environmental; dated September, 2008 (Exhibit XX)
 - Area GW 2/3 Supplemental Groundwater Investigation in the Vicinity of the Alaska Railroad Corporation Anchorage Terminal Reserve; by CH2M HILL; dated November 7, 2008 (Exhibit YY)
 - Final Focused Feasibility Study for Groundwater, Alaska Real Estate Parking Lot, Anchorage, Alaska; by Ahtna Engineering Services, LLC; dated November 11, 2014 (Exhibit ZZ)
- e. Paul Maney, as General Partner for Respondent under the former limited partnership organization, had discussions with counsel for Respondent and the consultant(s) retained by Respondent regarding possible oil contamination related to lifts and tanks. Respondent asserts attorney-client and business privileges.

23. When did Respondent stop making payments on the Deed of Trust assigned to it on March 2, 2001? Provide all the reasons for the discontinued payments on the Deed of Trust.

Respondent made its last interest payment on or about September 8, 1992. Its last principal payment was in 1985. The Property sale agreement called for a balloon payment after approximately six years, but Respondent had been unable to sell the Property to generate the cash to make that payment. It missed the balloon payment due in 1985. It made interest-only payment through 1992. Further, several of Respondent's Limited Partners failed to make financial contributions as required. Respondent began discussing alternative options to avoid foreclosure proceedings when it found a potential buyer. That potential buyer required a Phase I environmental assessment. Furthermore, with the discovery of an oil sheen and the exposure of a lift, Respondent became concerned that equipment and tanks may have been abandoned and buried on the Property, and hidden by the gravel that NC/Skinner placed there in 1979. With the concern about environmental contamination, Respondent asked the seller to clean up the Property. Until that happened, Respondent refused to make further payments on the Deed of Trust. We note that at one point NC Machinery Company responded on behalf of Northern Commercial Company. No entity related to seller agreed to undertake any remediation.

24. Respondent stated in its response that Respondent and Skinner Corporation agreed to perform a jointly-funded environmental investigation of the Property. Identify and describe, and provide all documents that refer or relate to:

- a. Who initially requested that the investigation be performed.

- b. The specific date the investigation was initially contemplated (if the specific date of the initial contemplation is not known, the earliest date known).
- c. The specific date it was fully decided to conduct the environmental investigation.
- d. The particular responsibilities taken on by Respondent and by Skinner Corporation.
- e. Any communications Respondent had with Skinner Corporation regarding what should happen in the event any hazardous substances were uncovered.
- f. Any meetings or communications Respondent had with Skinner Corporation, NCC, NC Machinery, NC Tire Center, or any other affiliates with the Property regarding the environmental investigation of the Property. Include any decisionmaking Skinner Corporation, its subsidiaries, or its affiliates partook in.

The answers to question 24 presume that the EPA is referring to the Phase II, undertaken in 1997.

Stepping back, Respondent undertook a Phase I by itself and asked seller to pay one-half of the cost of lab work for samples, in a letter dated May 7, 1993 (Exhibit G). NC Machinery Co., with the understanding that a sale might be pending, offered to pay all costs of a Phase II in exchange for Respondent assigning all rights to the sales contract to NC Machinery Co.; or if Respondent was obtaining a loan conditioned on an assessment and cleanup, NC Machinery Co. would pay *if* the loan was to be used to pay the entirety of the indebtedness to NC Machinery Co. (Exhibit K). Respondent simply requested that NC Machinery Co. at least pay for half of the sampling, or give Respondent its money back in exchange for the Property (Exhibit H). NC Machinery Co. was willing to pay for half of the sampling, if Respondent was willing to modify the Deed of Trust on terms extremely unfavorable to Respondent; NC Machinery Co. also suggested a conference call to "reach an agreement on the scope and methods for additional assessment." (Exhibit L). Respondent refused to accept the modification, but also continued withholding interest payments. In 1997, Skinner Corporation's counsel sent a letter to Respondent wanting to "work[] together to minimize the risk of environmental liability" (Exhibit N).

During a phone call on April 10, 1997, Skinner Corporation's counsel suggested that that the cost to remove the oil tanks during a Phase II be shared (Exhibit O). Skinner Corporation solicited proposals that month (Exhibit P), and then renewed their request for Respondent to pay half of the costs. Respondent pointed out that it had already paid for a Phase I, and counteroffered to pay one-quarter of the Phase II costs; that Skinner Corporation's interest in the Property was sufficient to justify Skinner's expenses regarding any suspected contamination. (Exhibit Q). Skinner Corporation replied through counsel confirming that Respondent would only contribute \$5,000, Skinner would retain the consultant to perform the Phase II, Skinner would pay the balance owed to the consultant, and that further allocation discussions would be deferred until both Respondent and Skinner Corporation had the opportunity to review the completed Phase II. (Exhibit R). Respondent stated that it wanted to review the Phase II report in letters dated October 13, 1997, and January 23, 1998 (Exhibits Z, AA), and confirmed this over the phone as mentioned in a notation at the bottom of Exhibit BB.

Accordingly, the answers to question 24 are as follows:

- a. Respondent requested Skinner Corporation/NC Machinery, Inc., to undertake remediation. Years later, Skinner Corporation offered that both it and Respondent undertake a Phase II assessment jointly.
- b. Respondent contemplated remediation as early as the fall of 1992 or spring of 1993 when it realized there may have been oil tanks on the Property.
- c. May 20, 1997 (see Exhibit R).
- d. Respondent contributed \$5,000, paid to Skinner Corporation, as Respondent's contribution to the Phase II. Skinner Corporation paid for the balance, made all arrangements, and had all communications with the consultant.
- e. There was no discussion beyond the commitment to defer contamination cleanup and allocation until Respondent and Skinner Corporation had the opportunity to review the Phase II assessment.
- f. See previously disclosed exhibits.

25. Did Respondent believe the Property was possibly contaminated prior to the investigation conducted by EnviroAmerica in 1993?

EnviroAmerica did their field visits for the 1993 Environmental Assessment in the fall of 1992. Respondent retained EnviroAmerica for the Phase I assessment (Exhibit RR) because, as I understand, Paul Maney discovered hydraulic cylinders pushing through the gravel, some staining or sheen, and a pipe sticking above the ground. Prior to Respondent discovering these items in late 1992, which prompted the Phase I assessment (Exhibit RR), Respondent had no knowledge that the Property was possibly contaminated. Respondent purchased the Property believing that *all* improvements, etc., had been removed by Northern Commercial Company when it vacated prior to 1979. Respondent had no evidence that the property was possibly contaminated prior to learning about the cylinders and sheen, along with the site investigation for the Phase I assessment, in the fall of 1992.

26. When did Respondent discover that the Property was actually contaminated? Identify and describe, and provide all documents that refer or relate to:

- a. The specific date of discovery.
- b. Whether Respondent was informed by a third party or discovered the state of contamination independently. Provide a copy of any correspondence demonstrating the conveyance or discovery of such information.
- c. The personnel involved.
- d. The reasons the contamination was discovered at that point and not earlier.

Respondent had evidence that the Property was actually contaminated when Respondent received a Phase II investigation report in 2004 (Exhibit TT).

- a. September 17, 2004. See ADEC file 2100.38.434, Exhibit TT.
- b. Respondent learned of the contamination from its consultant, BGES, Inc. The assessment is attached as Exhibit TT.
- c. BGES, Inc., employees; Paul Maney as General Partner of Respondent; and former counsel for Respondent.

- d. After completing the Phase I, Respondent attempted to engage Northern Commercial Company / NC Machinery Co. to conduct additional site work, which NC Machinery Co. effectively refused to be involved in. After several years of delays after NC Machinery Co.'s dissolution, Respondent contributed \$5,000 to the cost of the Phase II organized and arranged by Skinner Corporation in 1997, but Skinner failed to provide that Phase II report to Respondent. Respondent finally obtained a copy of the Phase II in 2005. In 1997, Respondent was not in a financial position to fund the Phase II on its own. By 2004, Respondent saved enough income to fund further investigation, so Respondent engaged BGES, Inc. to undertake a Phase II. That Phase II provided further information on the extent of contamination and revealed that Skinner Corporation reburied contaminated soil and oil tanks in 1997.

27. What actions did Respondent take upon discovering that the Property was actually contaminated?

- a. Identify if any of Respondent's agents, employees, officers, directors, or operations management personnel visited the Property in relation to discovering the contamination.
- b. Identify all meetings and communications that took place regarding the contamination on the Property and provide any notes or documentation memorializing the meeting or communication.
- c. Identify all meetings and communications Respondent had with Skinner Corporation, NCC, NC Machinery, NC Tire Center, and all other affiliates with the Property regarding the discovered contamination and provide any notes or documentation memorializing the meeting or communications.
- d. Identify what, if any, reports, statements, or other documents any of the persons above wrote or received regarding the contamination on the Property and describe what, if any, information those persons received concerning the contamination.
- e. Identify if any of the persons participated in discussions or other communications regarding any decision relating to compliance with environmental regulations after the discovery of contamination.
- f. Identify when local and state health and/or environmental agencies were notified by Respondent of the hazardous substances at the Property. Provide any notes or documentation memorializing the notification to the agencies of the hazardous substances.

Respondent, working through its consultant BGES, Inc., removed the petroleum contaminated soil for disposal, removed and disposed of all oil-related appurtenances, installed monitoring wells, and reported to ADEC. See Exhibit TT.

- a. I cannot confirm, but I assume that Paul Maney, then-General Partner, probably visited the Property during the 2004 Phase II investigation.
- b. Respondent could locate no evidence of any meetings or communications.
- c. Previously attached as Exhibits OO, PP, QQ.
- d. I am aware of no additional reports, statements, or other documents.
- e. BGES, Inc., then-counsel for Respondent, and Paul Maney (as General Partner for Respondent) more-than-likely talked about reporting requirements.

- f. Respondent, through its consultant, notified ADEC about the contamination on September 17, 2004.

Information about Skinner Corporation and its Subsidiaries

28. Describe the relationship between the following parties:

- a. Skinner Corporation and NCC
- b. Skinner Corporation and NC Machinery Co.
- c. Skinner Corporation and NC Tire Center
- d. NCC and NC Machinery
- e. NCC and NC Tire Center

I have no personal knowledge of Skinner Corporation or any of its related entities. However, I understand the following to be accurate:

- a. The EPA defined "NCC" as the Washington corporation that later became SC Distribution Co. ("SC"). Northern Commercial Company was actually created in Delaware on December 22, 1934 ("NC Delaware").³

Skinner Corporation was created in 1916. On December 30, 1976, Skinner Corporation purchased all issued and outstanding shares of NC Delaware.⁴ Within 12 months of the purchase, the registered agent and all officers were changed to Washington residents, and the address for service moved to Washington. William Golding, a Skinner Corporation Director, became the President of NC Delaware.

In July of 1978, Bogle & Gates⁵ incorporated "NC Washington." The first board of directors for NC Washington included D.E. Skinner (the President, Director, and Shareholder of Skinner Corporation), Robert J. Behnke (the Vice President, Director, and Shareholder of Skinner Corporation), William Golding (a Skinner Corporation Director), and Arthur Nordhoff (a Skinner Corporation Director). NC Washington's registered agent was Gary D. Norman, who also served as NC Delaware's registered agent.

³ The Russian American Company of 1776 may have converted into a company operating during the gold rush of the late 1800s as Northern Commercial Company and/or Alaska Commercial Company. Some connection may have existed between these entities and the Skinner family, as the Skinner family reportedly owned the Pacific Steamship Company and the Alaska Steamship Company during that timeframe. Respondent has not located any admissible evidence of these extremely early relationships.

⁴ Article IV and Section 4.09 of the Stock Purchase Agreement excluded NC Delaware's liabilities, aside from exceptions in Exhibit F and consents in Exhibit G attached thereto. Respondent has not located those exhibits.

⁵ In this time frame, Skinner Corporation also used Bogle & Gates to make its own structural changes.

On September 25, 1978, NC Delaware merged into NC Washington, with all of NC Delaware's assets and liabilities transferring to NC Washington. This included the Property. NC Washington also changed its name to Northern Commercial Company.

Thus, Northern Commercial Company was a wholly owned and fully controlled subsidiary of Skinner Corporation. For at least some time, Northern Commercial Company maintained an office and address at c/o Skinner Corporation, Skinner Building, 1326 Fifth Avenue, Suite 724, Seattle, WA 98101.

On December 30, 1993, Skinner Corporation changed Northern Commercial Company's name to SC Distribution Co. SC Distribution Co. continued to transact business even after its formal dissolution as evidenced by its assigning the Property's 1979 Deed of Trust to Respondent as "Beneficiary, SC Distribution Co., a dissolved Washington corporation, formerly known as Northern Commercial Company."

- b. NC Machinery Co.⁶ was a division of NCC (and had been a division of NC Delaware), serving as NCC's industrial business arm. Respondent believes that NC Machinery Co. and NCC are legally indistinguishable. Therefore, NC Machinery Co. was related to Skinner Corporation through NCC.
- c. NC Tire Center was a division and/or a business name for NCC and/or NC Machinery Co. Therefore, NC Tire Center was related to Skinner Corporation through NCC and/or NC Machinery Co.
- d. NC Machinery Co. was a division of NCC, serving as NCC's industrial business arm. Respondent believes there is no legal distinction between NC Machinery Co. and NCC.
- e. NC Tire Center was a division and/or a business name for NCC and/or NC Machinery Co. Respondent believes there is no legal distinction.

29. When did Skinner Corporation discover that the Property was possibly contaminated?

Respondent has no information about when Skinner Corporation learned about the Property's contamination.

Since NC Machinery Co. owned the Property when its operations contaminated the site, removed its tire center, and buried its remaining improvements with approximately twelve inches of gravel, NC Machinery Co. (a wholly owned subsidiary of Skinner Corporation) presumably knew about contamination prior to 1979. Respondent communicated with NC Machinery Co. regarding the possible contamination in 1993. At least by 1997,

⁶ In 1993, NCC sold its name and some of its assets (namely, Respondent believes the primary asset was NCC's Caterpillar dealership license) to Tractor and Equipment Co., a Montana Corporation. Tractor and Equipment Co. incorporated N C Machinery Co. in Washington in 1994. Respondent believes the N C Machinery Co. from 1994 through present is wholly unrelated to Skinner Corporation.

Respondent communicated directly with Skinner Corporation regarding its former subsidiary's activities on the Property. Respondent assumes that Skinner Corporation further spoke with its consultant in 1997.

Perhaps it is more important to note that Northern Commercial Company owned and may have operated the eastern portion of the Property as early as September 25, 1947. It would have been aware of a laundry and any other facility operating on the adjacent western parcel. The Phase I environmental report we did shows that Peacock Cleaners was leasing the western portion by 1957. Stefanja Ulrich/Anderson, shown as executor of the lease to the president of Peacock Cleaners in 1957, had herself acquired Lot 8 in the western portion of the Property, in 1943. She acquired other lots, and Ms. Ulrich/Anderson's estate sold the western portion to Northern Commercial in 1971.

30. When did NCC discover that the Property was possibly contaminated?

Respondent has no information about when NCC discovered that they contaminated the Property.

NCC operated NC Machinery Co., which operated the tire center on the Property. Respondent communicated with NC Machinery Co.'s counsel shortly after Respondent learned that the Property may have been sold to Respondent with undisclosed contamination. NCC owned the Property when NCC/NC Machinery Co. removed the final buildings, buried the concrete slab, abandoned underground storage tanks that still contained petroleum product, and left perchloroethylene contaminated soils on both the west and east portions of the Property (including high concentrations in the former NC Tire Center's log crib). Respondent opines that NCC sold the Property at least with disregard as to the contamination.

31. When did Northern Commercial Tire Co. discover that the Property was possibly contaminated?

See Respondent's answer to questions 29 and 30, above. Respondent has no other specific information regarding the existence of a "Northern Commercial Tire Co."

32. When did NC Machinery discover that the Property was possibly contaminated?

See Respondent's answers to questions 29 and 30, above.

33. Did Skinner Corporation ever hold itself out to be NCC (whether as NCC or SC Distribution Co.)? If so, describe in full detail instances whereby Skinner Corporation made representations that it was operating as NCC, owned NCC's assets, etc. Include any and all documents reflecting those representations.

Respondent is unaware of Skinner Corporation's external affairs, advertising campaigns, or otherwise, as they may relate to NCC. In correspondence with NCC, NCC responded as NC Machinery Co. NCC was a wholly owned subsidiary of Skinner Corporation, having

purchased NCC prior to 1979. Skinner Corporation described itself in above referenced correspondence as the "successor in interest."

34. Did Skinner Corporation ever hold itself out to be NC Machinery Co.? If so, describe in full detail instances whereby Skinner Corporation made representations that it was operating as NC Machinery Co., owned NC Machinery Co.'s assets, etc. Include any and all documents reflecting those representations.

Respondent is unaware of Skinner Corporation's external affairs, advertising campaigns, or otherwise, as they may relate to NC Machinery Co. Otherwise, see Respondent's answer to question 33.

In 1997, Respondent's counsel spoke with Skinner Corporation's counsel regarding the Property's contamination. Via letter dated April 2, 1997 (Exhibit N), Skinner Corporation's attorney wrote to advise Respondent of Skinner Corporation's interest, as "successor-in-interest to NC," in "working together to minimize the risk of any environmental liability and to maximize the economic value of from [sic] the Property." Rather than even attempting to dispute any liability, Skinner Corporation immediately agreed to facilitate a timely and effective cleanup, and solicited two Phase II environmental site assessment proposals. In finalizing the Phase II action, Skinner Corporation again referred to itself as "successor in interest to Northern Commercial Company." Exhibit R. Simultaneously, Respondent continued to assert to Skinner Corporation that it, or its predecessor, was responsible for the pollution and therefore responsible for the cleanup. Exhibit S. Skinner finally denied liability, but nonetheless credited Respondent \$10,000.00 for Respondent's environmental expenses as of June 2, 1997, against what was owed on the Deed of Trust. Exhibit T.

35. Did Skinner Corporation ever hold itself as the operator of NC Tire Center? If so, describe in full detail instance whereby Skinner Corporation made representations that it was operating as NC Tire Center, owned NC Tire Center's assets, etc. Include any and all documents reflecting those representations.

Respondent is unaware of Skinner Corporation's external affairs, advertising campaigns, or otherwise, as they may relate to NC Tire Center. Respondent otherwise incorporates its answers to Questions 28 and 34, above.

36. Provide any and all information regarding Skinner's business model and operations.

Respondent has no information regarding Skinner's business model or operations.

37. Provide any and all information regarding NCC's business model and operations.

Respondent has no information regarding NCC's business model or operations.

Environmental Investigation Performed by Skinner Corporation

38. Environmental Project Management, Inc. ("EPMI") was contracted by Skinner Corporation on July 28, 1997 to conduct an investigation of potential environmental issues for Lots 8A, 10, 11, and 12 ("1997 site investigation"). Did EPMI excavate and dispose of four empty manufacturers' drums noted for dry cleaning use during its investigation? If so, identify and describe, and provide all documents that refer or relate to:
- a. How Respondent learned that the drums were removed by EPMI.
 - b. What involvement Skinner Corporation had in deciding to remove the drums.
 - c. What involvement Respondent had in deciding to remove the drums.
 - d. The person(s) who made the decision to dispose or remove of the drums. What was the reasoning behind the decision?
 - e. The person(s) who selected the location where the drums were to be dispose or treated.
 - f. The precise location, address, and name of the facility where disposal, treatment, unloading, management, and/or handling of the drums occurred. Provide the official name of the facility and a description of the facility where each drum was actually disposed or treated.
 - g. If the location or facility of such disposal, treatment, unloading, management and handling was a different location or facility than what was originally intended, please provide all document that relate and/or refer to why the drums came to be located at the different location or facility.
 - h. All intermediate sites where the drums involved were transshipped, or where they were stored or held, any time prior to final treatment or disposal.
 - i. The marking on and type, condition and number of drums when they were stored, disposed, treated, or transported for disposal or treatment.
 - j. All tests, analyses, analytical results and manifests concerning any hazardous substance involved in each drum. Please include information regarding who conducted the test and how the test was conducted (batch sampling, representative sampling, splits, composite, etc.)
 - k. The final disposition of each of the hazardous substances involved in each drum.
 - l. Persons or entities who received the drums from EPMI. Please include their names and contact information.
 - m. Any person with whom EPMI made such arrangements.
 - n. Every date when each person described above made such arrangements.

Even though Respondent contributed \$5,000 to the 1997 site investigation, Respondent did not receive the EPMI report (Exhibit SS) until 2005. Based on Respondent's review of the report, Respondent learned that EPMI excavated and may have disposed of four drums it described as "empty" and marked for storing a dry cleaning chemical Respondent believes to be perchloroethylene/tetrachloroethylene ("PERC"). However, Respondent did not have anyone on-site during the 1997 site investigation activities, had no communication with EPMI, did not direct any of the 1997 work, was unaware of the actual work conducted, and did not learn about the full extent of Skinner Corporation's discovery during the 1997 site investigation until Respondent received a copy in 2005. Respondent did not realize that PERC was an actual contaminant of concern until Respondent undertook its own Phase

II in 2004, conducted by BGES, Inc. With that caveat, Respondent provides the following answers:

- a. Respondent learned that EPMI had found the drums in 2005 when Respondent received the report for the 1997 site investigation (Exhibit SS).
 - b. Skinner Corporation retained EPMI and directed all of its activity on the Property related to the 1997 site investigation.
 - c. Respondent had no involvement in deciding what action to take regarding the drums. Respondent did not know that any drums had been found on site until 2005. Respondent does not know what happened to the drums.
 - d. Respondent does not know who made any decision to dispose of or remove the drums, what that decision was, or how that decision was selected.
 - e. Respondent does not know who made any decisions regarding disposal of the drums.
 - f. Nothing in the 1997 site investigation report, Exhibit SS, states where the drums were taken.
 - g. Respondent has no documents describing the disposal, treatment, unloading, management, or handling of the drums.
 - h. Respondent has no information about whether intermediate sites were employed, or if the drums were stored or held any time prior to final treatment or disposal.
 - i. Respondent has no information regarding the marking on, and type, condition, or number of drums when they were stored, disposed, treated, or transported for disposal or treatment, other than what EPMI stated in Exhibit SS. Exhibit SS describes "four empty drums," which were "marked by the manufacturer for use in dry cleaning."
 - j. Respondent has no tests, analyses, analytical results, or manifests concerning any hazardous substance related to any drum.
 - k. Respondent has no information regarding the final disposition of each of the hazardous substances involved in each drum, or if hazardous substances were located in the drum(s). Exhibit SS states that the drums were empty.
 - l. Respondent has no information regarding the persons or entities who received the drums from EPMI.
 - m. Respondent has no information regarding whom at EPMI made the arrangement, or with whom the arrangements were made.
 - n. Respondent has no information on any dates when such arrangements were made.
39. Identify if any other equipment or hazardous waste found at the Property was removed or disposed of during the 1997 site investigation.
- a. If so, answer questions 38.a.-n. as they relate to the equipment or hazardous waste.

Respondent was not on the Property and did not direct any part of the 1997 site investigation. Respondent is not aware of whether anything was removed or disposed of during the 1997 site investigation.

40. Provide the contact information of any individuals, including former and current employees, who may be knowledgeable of EPMI's operations and hazardous substances handling, storage and disposal practices at the time of the 1997 site investigation.

Respondent has no information on any individuals who may be knowledgeable of EPMI's operations and hazardous substances handling, storage, or disposal practices in 1997.

Financial Information for Respondent

41. Supply the following financial documentation regarding Respondent's ability to pay for the cleanup conducted by EPA: all Respondent's financial statements from 2012 to the present; corporate and individual, for all of Respondent's present and past owners, operators, partners, and of shareholders who are or have been active participants in the operation of the business. In addition, supply any and all income tax audits or audit adjustments for the years 2012 to the present.

Respondent has no financial statements, income tax audits, or audit adjustments for the relevant period. Due to Respondent's simple business practices, Respondent never needed to generate financial statements, and therefore the generation of such statements is not within Respondent's normal course of business.

The only living past partner who had an active participation in the business is Paul Maney. With the conversion to the LLC, no member has participated substantially more than another. Because Yvonne Anderson still lives in Anchorage, she agreed to be serve as the Managing Member after the death of Ruth Mizelle. Neither Paul Maney nor Yvonne Anderson have financial statements for the relevant period.

42. Supply true and complete copies of signed federal tax returns for Respondent for the last 3 years.

- 2012 tax return (Exhibit AAA)
- 2013 tax return (Exhibit BBB)
- 2014 tax return (Exhibit CCC)

43. Supply true and complete copies of annual financial statements including, but not limited to, Income Statements, Balance Sheets, Cash Flow Statements, and Depreciation Schedules for the last 3 years. In the event that final financial statements are not yet ready for a just completed fiscal year, provide a draft copy.

In the past, Respondent asked its accountant, Douglas E. Hanson, to prepare only an annual tax return. Respondent consulted with Mr. Hanson who expressed the opinion that the tax return is sufficient to document the financial transactions and health of Respondent. Respondent generated no particular income statements, balance sheets, cash flow statements, or depreciation schedules. Respondent's business is very simple: Respondent purchased the Property as a speculative investment. With the downturn in the Anchorage real estate market, followed by the contamination discovery, Respondent has been unable

to sell the Property, and has in the meantime rented the Property to a management company for use as parking, and a small portion for a cell phone tower.

44. Provide the names of senior company officers and each officer's total annual remuneration (i.e., salary, bonus, options, perquisites) for the years 2012 to the present.

As previously statement, Yvonne Anderson is listed as Respondent's Managing Member. There are no officers. No member, including Ms. Anderson, receives any remuneration or compensation for any services rendered.

45. Indicate if any loans have been made between Respondent and an officer or between Respondent and a relative or personal acquaintance of any company officer or employee for the years 2012 to the present, and if so, the terms, conditions, and current status of each loan.

Respondent has made no such loans.

46. Indicate if any other non-operating disbursements (e.g., grants, gifts, transfers, etc.) of assets have been made between Respondent and any of its officers, employees or any relative or personal acquaintance of any company officer or employee for the years 2012 to the present, and if so, the date and description of and the underlying reason for each disbursement.

Respondent has made no such disbursements.

47. Beginning with the largest shareholder, provide the names of those shareholders who hold the first eighty percent (80%) of Respondent's voting stock. For each stockholder named, indicate the number of share held and the respective dollar value.

As of Respondent's last corporate filing:

William Wilson	12.79%	0 shares, \$0.00
Ronald Korsmo	12.76%	0 shares, \$0.00
E/O Lill Nuzzolese	8.56%	0 shares, \$0.00
Kathleen Farkas	7.76%	0 shares, \$0.00
Renee Kitchen	6.41%	0 shares, \$0.00
James Matti	6.41%	0 shares, \$0.00
Peggy Kruzenstein	6.39%	0 shares, \$0.00
Olin Mizelle	6.38%	0 shares, \$0.00
Anneliese Voegelé	6.38%	0 shares, \$0.00
Kathryn Newman	6.33%	0 shares, \$0.00

48. Provide a statement with relevant details if Respondent currently is, or anticipates being a party to, any litigation which has not been noted in the most recent financial statement and which could impact Respondent's financial situation.

Respondent is considering whether to bring a legal claim against Northern Commercial Company and its related subsidiaries, parents, and successor companies, seeking reimbursement of damages it incurred related to the PERC and petroleum contamination and indemnity from claims held by the State and EPA and by any third parties.

49. Provide a statement with relevant details if Respondent currently is, or anticipates receiving or paying, a financial settlement which has not been noted in the most recent financial statement.

Respondent does not anticipate paying or receiving any financial settlement other than the possibility as noted in the response to question 48.

50. Indicate if during the past 3 years, Respondent controlled or controls, or was or is controlled by or affiliated with any other company or entity, domestic or foreign. For each company or entity, provide:

- a. name, address and phone number
- b. type of affiliation (e.g., subsidiary, parent, etc.)
- c. names of senior officers and board of directors
- d. description of any operational ties (e.g., provides administrative services, provides marketing services, supplier etc.), and
- e. percentage of ownership and means of control.

Respondent has no such affiliations.

51. Indicate whether Respondent had in the past 3 years, or currently has, any business with any other entity where a company officer, director or principal had or currently has a financial interest or control of that other entity.

Respondent has had no such business.

52. If Respondent has any lines of credit or other loans which have not been mentioned in the most recent financial statement, indicate the financial institution(s) or lender(s), the specific terms and conditions, and the current financial status of that line of credit or loan.

Respondent has no lines of credit or loans.

53. If Respondent applied for and was denied credit (including a loan) during the past 3 years, provide a statement containing details of that credit and denial (i.e., date applied for, amount, name of financial institution/lender, date denied, etc.). Include a copy of the letter of denial from that financial institution/lender.

Respondent has made no such applications, and received no denials.

54. If Respondent has a financial interest in, control of, or is the beneficiary of any asset (real estate, major equipment, aircraft, watercraft, etc.) in the U.S. or in another country that has not been identified in Respondent's federal tax returns or in other financial information provided to EPA, identify each asset by type of asset, estimated value, and specific location (e.g., address, state or country).

Respondent has no other assets or interests.

55. Identify and describe any investigations currently underway of Respondent and/or company officers that may have an impact on Respondent's operations or financial health.

Respondent is unaware of any such investigations.

56. Provide "Forward looking statements" made or issued publicly by Respondent or someone acting on behalf of Respondent during the past year.

Respondent neither generated nor issued any "Forward looking statements" in the last year.

57. Provide any additional substantive information which provides insight into Respondent's financial condition.

Respondent has no additional substantive information to provide.

58. Please complete the attached Tax Information Authorization Form 8821 authorizing EPA to inspect and/or receive Respondent's related confidential tax information from the Internal Revenue Service.

Completed and attached.

Insurance for Respondent

59. Provide true and complete copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts referencing the Property or the prior buildings on the Property (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies providing Respondent with liability insurance relating to the Property.

Respondent has no such policies. Further, Respondent has not identified the existence of any other insurance policy held by any other entity or in effect at any earlier period that could provide coverage for the PERC environmental contamination on the Property.

60. To the extent not provided in Question 59 above, provide copies of all insurance policies that may potentially provide Respondent, as an additional insured or named insured, with insurance for bodily injury, property damage and/or environmental contamination in

connection with the Property and/or Respondent's business operations. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.

As previously stated, Respondent has no such policies.

61. To the extent not identified in Questions 59 or 60 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent from May 29, 1979 to present.

Respondent has no other evidence.

62. If there are any such policies from Questions 59, 60, or 61 above of which Respondent is aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of Respondent's ability by identifying:
- a. The name and address of each insurer and of the insured;
 - b. The type of policy and policy numbers;
 - c. The per occurrence policy limits of each policy; and
 - d. The effective dates for each policy.

Respondent is aware of no other policies.

63. Identify all insurance brokers or agents who placed insurance for Respondent at any time from May 29, 1979 until now, and identify the time period during which such broker or agent acted in this regard. Identify by name and title, if known, individuals at the agency or brokerage most familiar with the property, pollution and/or liability insurance program of Respondent's and the current whereabouts of each individual, if known.

Respondent purchased the Property as a vacant lot and accordingly never held liability or property damage insurance for it.

64. Identify and provide copies of all settlements by Respondent (or Respondent's predecessors) with any insurer which relates in any way to property damage or environmental liabilities at the Property under any policy referenced in Questions 59-63 above, including:

- a. The date of the settlement;
- b. The scope of the release under such settlement;
- c. The amount of money paid by the insurer pursuant to such settlement.

Provide copies of all such settlement agreements.

No such settlements exist.

65. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of Respondent related to any loss or damages related to operations at the Property under any insurance policy referenced in Questions 59-63 above. Include any responses from the insurer with respect to any claims. Include the policy number, name of insurance carrier, name of person within insurance company to contact regarding claims, the claim number, a brief description of the claim and whether monies were set out by the carrier in response to a claim, including a compromise of settlement of the claim.

No such communications or documents exist.

66. State how the price paid to the insurance company for the insurance was determined.

Respondent paid no price, and no price was ever determined.

67. State whether any third-party claim or claims have been made to any insurance company for any loss or damage related to operation at the Property and, if so, identify each claim by stating the name of the claimant, the name and address of the insurance company, policy number, named insured on the policy, claim number, date of claim, amount of claim, the specific loss or damage claimed, the current status of the claim, and the amount, date and recipient of any payment made on the claim.

Respondent is not aware of any third-party claims.

68. Identify any and all insurance, accounts paid or accounting files that identify Respondent's insurance policies.

Respondent has no insurance files, accounts paid, or accounting files that would identify any insurance policies held by Respondent.

69. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to Respondent from May 29, 1979 and the date such named insureds appeared on the policies.

Respondent had no such coverage, and therefore has no names or dates to provide.

70. Identify any person or organization requiring evidence of Respondent's casualty, liability and/or pollution insurance from May 29, 1979 until now, including the nature of the insurance requirement and the years when the evidence was required.

No persons or organizations ever required Respondent to carry casualty, liability, and/or pollution insurance.

71. Identify Respondent's policy with respect to document retention.

Respondent has no policy on document retention, but Respondent has retained most documents, primarily from the mid-1980s through present. Some documents were possibly lost in a move, and others possibly lost in a fire; Respondent is uncertain as to both.

Other

72. If Respondent has reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Paul Maney, former General Partner, had an office physically adjacent to the Property in 1978 and the beginning part of 1979, moving sometime in April or May of that year. He may have more specific details regarding the Property's physical characteristics in 1979, the compaction of the gravel, and the discovery of the raised and leaking hydraulic cylinders in 1992. Maney provided all documents he had retained related to Respondent when Respondent converted to a LLC.

73. For each and every question contained herein, if information or documents responsive to this Information Request are not in Respondent's possession, custody or control, then identify the persons from whom such information or documents may be obtained.

Not applicable.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on May 18, 2015.

Yvonne Anderson
Signature

Yvonne Anderson
Type or Print Name

Managing Member
Title